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7 **CERTIFIED PROFESSIONAL GUARDIAN BOARD**

8 In re

PBG NO. 1999-0001

9 George Marcoe, CPG No. 5218, and
10 Ethicare, Inc., CPGA No. 5133.

SETTLEMENT AGREEMENT

11 **SETTLEMENT AGREEMENT**

12 The parties, George Marcoe and Ethicare, Inc., its officers, shareholders, directors, and
13 employees, and the Certified Professional Guardian Board have entered into this agreement
14 pursuant to the Disciplinary Regulations for Certified Professional Guardians, in full settlement of
15 the complaint referenced above. This agreement shall become effective after all the parties have
16 signed the agreement and the Board has approved it.

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18 **I. OBLIGATIONS OF GEORGE MARCOE AND ETHICARE, INC.:**

19 A. George Marcoe and Ethicare, Inc., agree that in all cases in which they are retained or
20 appointed to provide services as a guardian, attorney-in-fact, or trustee, or retained or appointed as
21 a care manager for services that relate to the services of an attorney-in-fact, guardian or trustee,
22 they will clearly identify and disclose to their clients and to the court any surcharges added onto
23 fees or costs charged by independent contractors and the amount and method of calculation of any
24 such surcharges. *The amount of the surcharge shall be subject to court approval in*
25 *cases subject to court review.* The term "independent contractor" shall include all individuals who are not
26 employees of George Marcoe or Ethicare, Inc., whose wages are *required to be* reported on an IRS Form 1099

SETTLEMENT AGREEMENT

OFFICE OF THE ATTORNEY GENERAL
1125 Washington Street SE
PO Box 40100
Olympia, WA 98504-0100
(360) 664-9006

1 and for whom Marcoe and Ethicare do not withhold payroll taxes. The term "employee" refers to
2 any individuals employed by George Marcoe or Ethicare, Inc., who are paid a salary or wages
3 from which payroll taxes are deducted.

4 B. George Marcoe and Ethicare, Inc., agree to file a Declaration of Guardian with the
5 court and provide a copy to clients prior to, or at the time that George Marcoe or Ethicare, Inc.,
6 are retained or appointed to provide guardian services, or act as attorney-in-fact, trustee or care
7 manager as set forth in Paragraph 1A above. The Declaration must contain all information
8 required in the Declaration form that is attached as Exhibit 1 to this Settlement Agreement, and
9 shall meet all court rule requirements for disclosures required in court-appointed guardianship
10 cases.

11 12 **II. OBLIGATIONS OF THE CERTIFIED PROFESSIONAL GUARDIAN BOARD**

13 In exchange for the performance of obligations by George Marcoe and Ethicare, Inc., the
14 Board agrees to close the above-referenced complaint, and will take no further disciplinary action
15 in regards to this complaint.

16 17 **III. NO ADMISSION OF WRONGDOING**

18 This agreement does not constitute an admission of wrongdoing by George Marcoe or
19 Ethicare, Inc.

20 21 **IV. BREACH OF AGREEMENT**

22 Breach of this agreement by George Marcoe or Ethicare, Inc., may constitute grounds for
23 discipline. In the event of an alleged breach of this agreement, the Board shall provide notice to
24 George Marcoe and Ethicare, Inc. of the substance of the breach, and George Marcoe and
25 Ethicare, Inc. shall have 30 days to respond to the allegations of breach. If the Board finds that
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1 the agreement has been breached, the Board, at its option, may pursue disciplinary action under
2 this complaint or file a separate disciplinary action.

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4 **V. ENTIRE AGREEMENT**

5 This agreement comprises the entire agreement of the parties with respect to the matters
6 covered herein, and no other agreement, statement, or promise made by any party, which is not
7 included herein, shall be binding or valid. This agreement may be modified or amended only by a
8 written amendment signed by all parties.

9
10 **VI. SEVERABILITY**

11 The provisions of this agreement are intended to be severable. If any term or provision of
12 this agreement is illegal or invalid for any reason, the remainder of the agreement will not be
13 affected.

14
15 **VII. LAWS GOVERNING**


16 This agreement shall be governed by the laws of the state of Washington, and any
17 question arising from the agreement shall be construed or determined according to such laws.
18 This agreement is a public record and may be subject to public disclosure or release.


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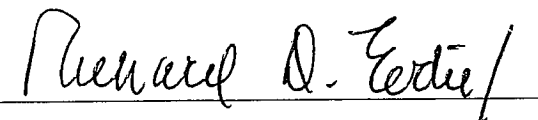
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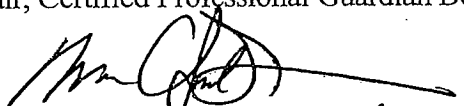
1 The undersigned hereby acknowledge that they have read, understand and agree to the
2 terms of this agreement, and that they have the authority to sign this agreement on behalf of the
3 indicated parties.

4
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6  6-28-02
7 SUSAN L. CARLSON, WSBA NO. 12165 DATE
8 Assistant Attorney General
9 Attorney for the Certified Professional Guardian Board Review Panel

10  7-2-02
11 MICHAEL L. OLVER, WSBA NO. 7031 DATE
12 Attorney for George Marcoe and Ethicare, Inc.

13 APPROVED BY THE CERTIFIED PROFESSIONAL GUARDIAN BOARD THIS 8th
14 DAY OF July, 2002.

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16 
17 Chair, Certified Professional Guardian Board

18
19 
20 Vice Chair, Wm Fred Aronow, CPG Board.

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR THE COUNTY OF _____

In the Matter of:

Cause No.

DECLARATION OF PROPOSED
GUARDIAN

The undersigned, authorized representative for the proposed trustee/guardian, does hereby state the following under penalty of perjury of the laws of the State of Washington. Any attachments to this Declaration are made a part of this Declaration by reference.

1) Name of Proposed Trustee/Guardian:

2) Address:

3) Telephone:

4) Fax/e-mail:

5) Business Form:

6) Principals; Title of Principals:

7) OAC Professional Guardian Certification number:

8) For each principal:

a) education, training, and experience relevant to guardianships:

RESPONSE:

1 b) licenses held:

2 RESPONSE:

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4 9) Organizational structure of the guardians to include number of employees,
allocations of job responsibilities and any minimum education or background requirements.

5 a) Employees and allocation of responsibilities:

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7 b) Minimum education and background requirements:

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9 10) Does the proposed trustee/guardian conduct background checks pursuant to
RCW 43.43.832 on employees or volunteers who will or may have unsupervised access to
the ward?

10 RESPONSE:

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11) Describe:

13 a) any circumstances leading to the removal as guardian or any other
fiduciary post for breach of fiduciary duty:

14

15 RESPONSE:

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17 b) any criminal proceeding for a felony or misdemeanor involving moral
turpitude as defined in RCW 11.88.620(3) resulting in a conviction:

18

19 RESPONSE:

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21 c) any civil proceedings where there was a finding of dishonesty,
defalcation, breach of fiduciary duty, or mistreatment of any person:

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23 RESPONSE:

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25 d) any recorded disciplinary proceeding by an applicable disciplinary body
resulting in a finding of misconduct:

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RESPONSE:

25 12) Explain the trustee/guardian's insurance coverage providing protection to wards
in the event of financial loss or personal harm caused by the negligent or intentional conduct
26 of the proposed guardian or its employees or agents:

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RESPONSE:

13) Explain the basis on which the proposed guardian would request compensation for services and describe expenses which are expected to be reimbursed:

- a) Fee Schedule:
- b) Asset management fee:
- c) Expenses:
 - copy fees
 - mileage

14) Describe the proposed trustee/guardian's experience relating to guardianships that, to the best of the guardian's understanding, are similar to the trustee/guardianship at hand. This description should include, but not be limited to, amount of assets in the estate, family circumstances of the alleged incapacitated person, proximity of the proposed trustee/guardian to the residence of the alleged incapacitated person, and other items relevant to this guardianship proceeding:

RESPONSE:

DATED this ____ day of _____ 2002, at _____, Washington.

Proposed Guardian
CPG No. _____